

SOUTHERN REGION LOCAL FREIGHT FORWARDING PICKUP AND DELIVERY SUPPLEMENTAL AGREEMENT

For the Period of April 1, ~~2013~~2018 to ~~March 31, 2018~~ June 30, 2023

covering:

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

Covering the Operations in the Territory of:

ALABAMA, ARKANSAS, FLORIDA, GEORGIA, LOUISIANA, MISSISSIPPI, OKLAHOMA, TENNESSEE, TEXAS, and the City of ASHEVILLE, N.C.

PREAMBLE

To cover the employees employed in the operation of Common, Contract, And Private Carriers in the States of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, and the City of Asheville, N.C.

ABF Freight System, Inc. hereafter referred to as the "Employer", and the Southern Region of Teamsters and Local Union No. _____, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to be bound by the terms and provisions of this Agreement.

This Local Freight Forwarding Pickup and Delivery Supplement is supplemental to and becomes a part of the National Master Freight Agreement hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2013~~ 2018, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40.

Section 3. Over-the-Road Work

Nothing in this agreement shall prohibit road drivers from dropping and/or hooking their own units at Company terminals (excluding breakbulk terminals when hostlers are on duty at the terminal) At terminals with 75 or fewer local cartage employees, a road driver

that comes into the terminal may be able to push or pull his/her power unit even though there are local cartage/dock employees on duty. This provision shall not apply in a driver's home domicile or at his/her lay down destination or customer facilities at any time, regardless of whether the terminal is open or closed.

Under no circumstances will out of classification employees be utilized in Over-the-Road operations.

In order to preserve job security, an employee may elect to transfer from the road classification to the local cartage classification or from the local cartage classification to the road classification at his/her present terminal location per the following conditions:

a) The transfer opportunity is a once in a lifetime opportunity;

b) The employee must notify the employer and local union, in writing, of their intent to transfer;

c) The transfer opportunity will be afforded when the company is in a hiring mode;

d) An employee transferring classifications will be paid at his/her current rate of pay and shall be placed at the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only;

e) It is understood that an employee electing to transfer to the road classification would have the transfer opportunity only after the obligation set forth in Article 5, Section 5 of the NMFA has been fully satisfied.

ARTICLE 41.

NO CHANGE

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ARTICLE 42.

Section 2. Reduction in Force

(a) Terminal seniority, as measured by length of service at such terminal, shall prevail, except as otherwise provided in this Agreement.

(b) When it becomes necessary to reduce the working force, the last employee hired shall be laid off first and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off.

Layoff and Recall

(c) If the Employer elects to lay off an employee due to the necessity of reducing the work force, the Employer shall notify the employee prior to the end of the employee's workweek by hand delivery and/or certified mail with a copy of the layoff letter being sent to the Local Union by regular mail or delivery. In lieu of proper layoff, an employee will be paid a maximum of two (2) days' pay.

In no event shall the layoff notice reduce the employee's weekly guarantee for that workweek. No notice shall be required if the layoff is caused by the unauthorized work stoppage or strike of any IBT Union.

Regular employees being laid off at the end of their workweek will be eligible for work at .01 a.m. the day following the employees' layoff provided the employee has been off at least eight (8) hours and provided the employee is qualified to perform the required duties. All days worked in the week of layoff will be at the straight time hourly rate of pay. If a laid off employee is put to work for two (2) days in any workweek, the employee shall be obligated to the Employer for the rest of that workweek. Bonafide absence, or proven sickness or injury shall be a valid exception to this provision. However, should the Employer not offer laid off employee work for a twenty-four (24) hour period, the laid off employee is no longer obligated or required to accept available work that is offered by the Employer for the rest of that work week.

A junior employee may complete his/her workweek when it extends beyond a senior employee's workweek.

Regular employees on layoff status at distribution centers shall have seniority over probationary and casual employees and shall be returned to the regular payroll when eight (8) man-hours per day are worked

in any five (5) out of seven (7) days, or, ten (10) straight time man-hours per day are worked in any four (4) out of seven (7) days.

If such employee does not immediately return to work and a laid off employee or a casual is called to replace the employee that was recalled as outlined above, the day(s) worked by the replacing employee or casual will not count under the five (5) out of seven (7) day formula to return another employee to regular status.

In the event of layoff, an employee so laid off shall be given two (2) weeks' notice of recall by certified mail to his/her last known home address.

The employee must notify the Employer within seven (7) days of his/her intent to return to work. Failure to notify the Employer within seven (7) days of his/her intent to return to work shall result in the loss of all seniority rights. The employee must report for work within fourteen (14) days from the date of recall. Failure to report within fourteen (14) days shall result in the loss of all seniority rights. The above time limit shall begin with the day following the postmark of the certified letter of recall.

Excluding Distribution Centers, days worked replacing absences caused by split vacations of less than one (1) week, full week vacations (except when approved by 14 days in advance) or absences for illness/injury will not count toward returning employees to regular status, except when an absence of a regular employee continues beyond thirty (30) consecutive days.

Section 6.

In the event a new company terminal is opened within the jurisdiction of the same Local Union on freight that had previously been interlined and/or not served, the Company will be required to file or gain approval of the Change of Operations Committee.

~~Any employee transferring to the new terminal will go at the new hire rate of pay. There will be no retreat rights of any employee accepting transfer opportunity.~~

ARTICLE 43.

NO CHANGE

ARTICLE 44.

SEE: ABF NMFA ARTICLES 7 & 8

S-04

ARTICLE 45.

SEE: NATIONAL AGREEMENT

(50%) plus one (1) vote of the employees. Once voted in it would be effective for the life of the contract unless the Employer chooses to cancel it.

ARTICLE 46.

NO CHANGE

One Steward shall be compensated at the highest applicable rate for all time reasonably spent attending local level meetings/hearings with the Company. Local level meetings shall be held as not to interfere with a Steward's regular run or shift.

ARTICLE 47.

NO CHANGE

ARTICLE 48.

NO CHANGE

ARTICLE 49.

NO CHANGE

ARTICLE 55.

SEE NATIONAL AGREEMENT

ARTICLE 50.

SEE: NATIONAL AGREEMENT

ARTICLE 56.

NO CHANGE

ARTICLE 51.

SEE: NATIONAL AGREEMENT

ARTICLE 57.

NO CHANGE

ARTICLE 52.

SEE: NATIONAL AGREEMENT

ARTICLE 58.

NO CHANGE

ARTICLE 53.

NO CHANGE

ARTICLE 59.

NO CHANGE

ARTICLE 54.

Section 3. Meal Period

ARTICLE 60.

NO CHANGE

Employees shall, except by mutual agreement, take at least one continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one day. No employee shall be compelled to take more than one continuous hour during such period nor compelled to take any part of such continuous hour before he/she has been on duty three (3) hours or after he/she has been on duty six (6) hours. An employee, required to work during the three (3) hour period set forth above without lunch shall receive his/her regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the third (3rd) or after the sixth (6th) hour.

ARTICLE 61.

NO CHANGE

Meal periods shall not be compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory where there is no accessible eating place.

At breakbulks or consolidation centers, the Employer may, at its option, bid straight eight (8) hour shifts with a thirty (30) minute paid break to be divided per agreement with the Local Union. Should the Employer exercise this option it must be ratified by a fifty percent